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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF IDAHO

BROOK NEF, and NEF FLYING SERVICE,
INC., an Idaho corporation,

Plaintiffs,

vs.

ENGINE COMPONENTS, INC., a foreign
corporation; TULSA AIRCRAFT ENGINES,
INC., a foreign corporation; AIRCRAFT
CYLINDERS OF AMERICA, INC., a foreign
corporation,

Defendants.

Case No. CIV-04-362-E-MHW

ANSWER OF DEFENDANT ENGINE
COMPONENTS, INC. TO COMPLAINT;
DEMAND FOR JURY TRIAL

Defendant Engine Components, Inc. ("ECI"), by and through its counsel of record,
Hawley Troxell Ennis & Hawley LLP, hereby admits, denies and avers in answer to Plaintiffs'
Complaint and Demand for Jury Trial (as originally filed in Case No. CV-04-3210 in the District
Court of the Seventh Judicial District of the State of Idaho, in and for the County of Bonneville,

ANSWER OF DEFENDANT ENGINE COMPONENTS, INC. TO COMPLAINT;
DEMAND FOR JURY TRIAL - 1

U.S. DISTRICT COURT
04 JUL 12 PM 1:00
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CATHY R. S. LUTHE
CLERK, IDAHO

but thereafter removed to the United States District Court for the District of Idaho, and hereinafter referred to as the "Complaint") as follows:

I. FAILURE TO STATE A CLAIM

1. The Complaint fails to state a claim upon which relief can be granted.

II. ADMISSIONS AND DENIALS

2. ECI denies each and every claim and allegation in the Complaint, unless and only to the extent expressly admitted in this Answer.

JURISDICTIONAL ALLEGATIONS

3. ECI is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 1 of the Complaint, and therefore denies the same.

4. ECI does not believe that the allegations contained in Paragraph 2 of the Complaint are directed to ECI and, therefore, neither admits nor denies the allegations, but insofar as the allegations purport to be directed to ECI, ECI denies the same; insofar as the allegations contained in Paragraph 2 of the Complaint purport to be directed to other parties, ECI is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

5. ECI denies the allegations contained in Paragraph 3 of the Complaint, except admits that, at all times material hereto, ECI was a foreign corporation doing business within the State of Idaho and manufactured cylinders.

6. ECI does not believe that the allegations contained in Paragraph 4 of the Complaint are directed to ECI and, therefore, neither admits nor denies the allegations, but insofar as the allegations purport to be directed to ECI, ECI denies the same; insofar as the allegations contained in Paragraph 4 of the Complaint purport to be directed to other parties, ECI

is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

7. ECI admits the allegations contained in Paragraph 5 of the Complaint insofar as they purport to be directed to ECI and insofar as the "court" referred to therein is deemed to be the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Bonneville (in which court this action originally was filed), but, in light of the subsequent removal of this action to the United States District Court for the District of Idaho, avers that the jurisdiction of the United States District Court for the District of Idaho is pursuant to 28 U.S.C. §§ 1332, 1441 and 1446; insofar as the allegations contained in Paragraph 5 of the Complaint purport to be directed to other parties, ECI is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

8. ECI admits the allegations contained in Paragraph 6 of the Complaint insofar as they purport to be directed to ECI and insofar as the "venue" referred to therein is considered in the context of this action as originally filed in the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Bonneville, but, in light of the subsequent removal of this action to the United States District Court for the District of Idaho, avers that venue is proper in the United States District Court for the District of Idaho pursuant to 28 U.S.C. § 1391; insofar as the allegations contained in Paragraph 6 of the Complaint purport to be directed to other parties, ECI is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

GENERAL ALLEGATIONS COMMON TO ALL COUNTS

9. ECI does not believe that the allegations contained in Paragraph 7 of the Complaint are directed to ECI and, therefore, neither admits nor denies the allegations, but

insofar as the allegations purport to be directed to ECI, ECI is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same; insofar as the allegations contained in Paragraph 7 of the Complaint purport to be directed to other parties, ECI is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

10. ECI is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 8 of the Complaint, and therefore denies the same.

11. ECI does not believe that the allegations contained in Paragraph 9 of the Complaint are directed to ECI and, therefore, neither admits nor denies the allegations, but insofar as the allegations purport to be directed to ECI, ECI is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same; insofar as the allegations contained in Paragraph 9 of the Complaint purport to be directed to other parties, ECI is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

12. ECI does not believe that the allegations contained in Paragraph 10 of the Complaint are directed to ECI and, therefore, neither admits nor denies the allegations, but insofar as the allegations purport to be directed to ECI, ECI is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same; insofar as the allegations contained in Paragraph 10 of the Complaint purport to be directed to other parties, ECI is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

13. ECI does not believe that the allegations contained in Paragraph 11 of the Complaint are directed to ECI and, therefore, neither admits nor denies the allegations, but

insofar as the allegations purport to be directed to ECI, ECI is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same; insofar as the allegations contained in Paragraph 11 of the Complaint purport to be directed to other parties, ECI is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

14. ECI does not believe that the allegations contained in Paragraph 12 of the Complaint are directed to ECI and, therefore, neither admits nor denies the allegations, but insofar as the allegations purport to be directed to ECI, ECI is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same; insofar as the allegations contained in Paragraph 12 of the Complaint purport to be directed to other parties, ECI is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

15. ECI does not believe that the allegations contained in Paragraph 13 of the Complaint are directed to ECI and, therefore, neither admits nor denies the allegations, but insofar as the allegations purport to be directed to ECI, ECI is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same; insofar as the allegations contained in Paragraph 13 of the Complaint purport to be directed to other parties, ECI is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

16. ECI does not believe that the allegations contained in Paragraph 14 of the Complaint are directed to ECI and, therefore, neither admits nor denies the allegations, but insofar as the allegations purport to be directed to ECI, ECI is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same; insofar

as the allegations contained in Paragraph 14 of the Complaint purport to be directed to other parties, ECI is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

17. ECI denies the allegations contained in Paragraph 15 of the Complaint insofar as they purport to be directed to ECI, except admits that ECI is a manufacturer of component parts for aircraft engines, in particular cylinders, and admits that ECI manufactured cylinders used by Tulsa Aircraft Engines, Inc. to rebuild engines, but states that ECI is without knowledge or information sufficient to form a belief as to the truth of the allegation that ECI manufactured the cylinders used by Tulsa Aircraft Engines, Inc. to rebuild an engine sold to Plaintiffs; insofar as the allegations contained in Paragraph 15 of the Complaint purport to be directed to other parties, ECI is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

18. ECI denies the allegations contained in Paragraph 16 of the Complaint insofar as they purport to be directed to ECI, and, insofar as the allegations contained in Paragraph 16 of the Complaint purport to be directed to other parties, ECI is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

19. ECI denies the allegations contained in Paragraph 17 of the Complaint insofar as they purport to be directed to ECI, except admits that ECI knows that its cylinders are used in airplane engines and that such airplane engines are sold by others to end users in many locations throughout the world; and, insofar as the allegations contained in Paragraph 17 of the Complaint purport to be directed to other parties, ECI is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

20. ECI denies the allegations contained in Paragraph 18 of the Complaint insofar as they purport to be directed to ECI, and, insofar as the allegations contained in Paragraph 18 of the Complaint purport to be directed to other parties, ECI is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

21. ECI denies the allegations contained in Paragraph 19 of the Complaint insofar as they purport to be directed to ECI, and, insofar as the allegations contained in Paragraph 19 of the Complaint purport to be directed to other parties, ECI is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

22. ECI denies the allegations contained in Paragraph 20 of the Complaint insofar as they purport to be directed to ECI, and, insofar as the allegations contained in Paragraph 20 of the Complaint purport to be directed to other parties, ECI is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

23. ECI denies the allegations contained in Paragraph 21 of the Complaint insofar as they purport to be directed to ECI, and, insofar as the allegations contained in Paragraph 21 of the Complaint purport to be directed to other parties, ECI is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

24. ECI denies the allegations contained in Paragraph 22 of the Complaint insofar as they purport to be directed to ECI, and, insofar as the allegations contained in Paragraph 22 of the Complaint purport to be directed to other parties, ECI is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

COUNT ONE
TULSA - BREACH OF CONTRACT

25. For its response to Paragraph 23 of the Complaint, ECI restates and realleges, as though fully set forth herein, its responses to Paragraphs 1 through 22 above.

26. ECI does not believe that the allegations contained in Paragraph 24 of the Complaint are directed to ECI and, therefore, neither admits nor denies the allegations, but insofar as the allegations purport to be directed to ECI, ECI denies the same; insofar as the allegations contained in Paragraph 24 of the Complaint purport to be directed to other parties, ECI is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

27. ECI does not believe that the allegations contained in Paragraph 25 of the Complaint are directed to ECI and, therefore, neither admits nor denies the allegations, but insofar as the allegations purport to be directed to ECI, ECI denies the same; insofar as the allegations contained in Paragraph 25 of the Complaint purport to be directed to other parties, ECI is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

COUNT TWO
TULSA - BREACH OF EXPRESS WARRANTY

28. For its response to Paragraph 26 of the Complaint, ECI restates and realleges, as though fully set forth herein, its responses to Paragraphs 1 through 25 above.

29. ECI does not believe that the allegations contained in Paragraph 27 of the Complaint are directed to ECI and, therefore, neither admits nor denies the allegations, but insofar as the allegations purport to be directed to ECI, ECI denies the same; insofar as the allegations contained in Paragraph 27 of the Complaint purport to be directed to other parties, ECI is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

30. ECI does not believe that the allegations contained in Paragraph 28 of the Complaint are directed to ECI and, therefore, neither admits nor denies the allegations, but

insofar as the allegations purport to be directed to ECI, ECI denies the same; insofar as the allegations contained in Paragraph 28 of the Complaint purport to be directed to other parties, ECI is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

31. ECI does not believe that the allegations contained in Paragraph 29 of the Complaint are directed to ECI and, therefore, neither admits nor denies the allegations, but insofar as the allegations purport to be directed to ECI, ECI denies the same; insofar as the allegations contained in Paragraph 29 of the Complaint purport to be directed to other parties, ECI is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

32. ECI does not believe that the allegations contained in Paragraph 30 of the Complaint are directed to ECI and, therefore, neither admits nor denies the allegations, but insofar as the allegations purport to be directed to ECI, ECI denies the same; insofar as the allegations contained in Paragraph 30 of the Complaint purport to be directed to other parties, ECI is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

COUNT THREE
TULSA - BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

33. For its response to Paragraph 31 of the Complaint, ECI restates and realleges, as though fully set forth herein, its responses to Paragraphs 1 through 30 above.

34. ECI does not believe that the allegations contained in Paragraph 32 of the Complaint are directed to ECI and, therefore, neither admits nor denies the allegations, but insofar as the allegations purport to be directed to ECI, ECI denies the same; insofar as the allegations contained in Paragraph 32 of the Complaint purport to be directed to other parties,

ECI is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

35. ECI does not believe that the allegations contained in Paragraph 33 of the Complaint are directed to ECI and, therefore, neither admits nor denies the allegations, but insofar as the allegations purport to be directed to ECI, ECI denies the same; insofar as the allegations contained in Paragraph 33 of the Complaint purport to be directed to other parties, ECI is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

36. ECI does not believe that the allegations contained in Paragraph 34 of the Complaint are directed to ECI and, therefore, neither admits nor denies the allegations, but insofar as the allegations purport to be directed to ECI, ECI denies the same; insofar as the allegations contained in Paragraph 34 of the Complaint purport to be directed to other parties, ECI is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

37. ECI does not believe that the allegations contained in Paragraph 35 of the Complaint are directed to ECI and, therefore, neither admits nor denies the allegations, but insofar as the allegations purport to be directed to ECI, ECI denies the same; insofar as the allegations contained in Paragraph 35 of the Complaint purport to be directed to other parties, ECI is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

COUNT FOUR
TULSA - BREACH OF WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE

38. For its response to Paragraph 36 of the Complaint, ECI restates and realleges, as though fully set forth herein, its responses to Paragraphs 1 through 35 above.

39. ECI does not believe that the allegations contained in Paragraph 37 of the Complaint are directed to ECI and, therefore, neither admits nor denies the allegations, but insofar as the allegations purport to be directed to ECI, ECI denies the same; insofar as the allegations contained in Paragraph 37 of the Complaint purport to be directed to other parties, ECI is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

40. ECI does not believe that the allegations contained in Paragraph 38 of the Complaint are directed to ECI and, therefore, neither admits nor denies the allegations, but insofar as the allegations purport to be directed to ECI, ECI denies the same; insofar as the allegations contained in Paragraph 38 of the Complaint purport to be directed to other parties, ECI is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

41. ECI does not believe that the allegations contained in Paragraph 39 of the Complaint are directed to ECI and, therefore, neither admits nor denies the allegations, but insofar as the allegations purport to be directed to ECI, ECI denies the same; insofar as the allegations contained in Paragraph 39 of the Complaint purport to be directed to other parties, ECI is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

42. ECI does not believe that the allegations contained in Paragraph 40 of the Complaint are directed to ECI and, therefore, neither admits nor denies the allegations, but insofar as the allegations purport to be directed to ECI, ECI denies the same; insofar as the allegations contained in Paragraph 40 of the Complaint purport to be directed to other parties,

ECI is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

COUNT FIVE
TULSA - NEGLIGENCE

43. For its response to Paragraph 41 of the Complaint, ECI restates and realleges, as though fully set forth herein, its responses to Paragraphs 1 through 40 above.

44. ECI does not believe that the allegations contained in Paragraph 42 of the Complaint are directed to ECI and, therefore, neither admits nor denies the allegations, but insofar as the allegations purport to be directed to ECI, ECI denies the same; insofar as the allegations contained in Paragraph 42 of the Complaint purport to be directed to other parties, ECI is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

45. ECI does not believe that the allegations contained in Paragraph 43 of the Complaint are directed to ECI and, therefore, neither admits nor denies the allegations, but insofar as the allegations purport to be directed to ECI, ECI denies the same; insofar as the allegations contained in Paragraph 43 of the Complaint purport to be directed to other parties, ECI is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

46. ECI does not believe that the allegations contained in Paragraph 44 of the Complaint are directed to ECI and, therefore, neither admits nor denies the allegations, but insofar as the allegations purport to be directed to ECI, ECI denies the same; insofar as the allegations contained in Paragraph 44 of the Complaint purport to be directed to other parties, ECI is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

COUNT SIX
TULSA - STRICT LIABILITY

47. For its response to Paragraph 45 of the Complaint, ECI restates and realleges, as though fully set forth herein, its responses to Paragraphs 1 through 44 above.

48. ECI does not believe that the allegations contained in Paragraph 46 of the Complaint are directed to ECI and, therefore, neither admits nor denies the allegations, but insofar as the allegations purport to be directed to ECI, ECI denies the same; insofar as the allegations contained in Paragraph 46 of the Complaint purport to be directed to other parties, ECI is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

49. ECI does not believe that the allegations contained in Paragraph 47 of the Complaint are directed to ECI and, therefore, neither admits nor denies the allegations, but insofar as the allegations purport to be directed to ECI, ECI denies the same; insofar as the allegations contained in Paragraph 47 of the Complaint purport to be directed to other parties, ECI is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

50. ECI does not believe that the allegations contained in Paragraph 48 of the Complaint are directed to ECI and, therefore, neither admits nor denies the allegations, but insofar as the allegations purport to be directed to ECI, ECI denies the same; insofar as the allegations contained in Paragraph 48 of the Complaint purport to be directed to other parties, ECI is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

COUNT SEVEN
ENGINE COMPONENTS, INC., AND AIRCRAFT CYLINDERS OF AMERICA, INC. -
NEGLIGENCE

51. For its response to Paragraph 49 of the Complaint, ECI restates and realleges, as though fully set forth herein, its responses to Paragraphs 1 through 22 above.

52. ECI denies the allegations contained in Paragraph 50 of the Complaint insofar as they purport to be directed to ECI, except admits that ECI has manufactured cylinders and has sold them to Tulsa Aircraft Engines, Inc. for use in rebuilding engines; insofar as the allegations contained in Paragraph 50 of the Complaint purport to be directed to other parties, ECI is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

53. ECI denies the allegations contained in Paragraph 51 of the Complaint insofar as they purport to be directed to ECI, and, insofar as the allegations contained in Paragraph 51 of the Complaint purport to be directed to other parties, ECI is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

COUNT EIGHT
ENGINE COMPONENTS, INC., AND AIRCRAFT CYLINDERS OF AMERICA, INC. -
STRICT LIABILITY

54. For its response to Paragraph 52 of the Complaint, ECI restates and realleges, as though fully set forth herein, its responses to Paragraphs 1 through 22 and 49 through 51 above.

55. ECI denies the allegations contained in Paragraph 53 of the Complaint insofar as they purport to be directed to ECI, except admits that ECI is a manufacturer of cylinders used in the repair and rebuilding of aircraft engines, and admits that some such engines are placed by others in service in airplanes used to spray chemicals on crops; insofar as the allegations contained in Paragraph 53 of the Complaint purport to be directed to other parties, ECI is without

knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

56. ECI denies the allegations contained in Paragraph 54 of the Complaint insofar as they purport to be directed to ECI, and, insofar as the allegations contained in Paragraph 54 of the Complaint purport to be directed to other parties, ECI is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

COUNT NINE
ENGINE COMPONENTS, INC., AND AIRCRAFT CYLINDERS OF AMERICA, INC. -
BREACH OF WARRANTIES

57. For its response to Paragraph 55 of the Complaint, ECI restates and realleges, as though fully set forth herein, its responses to Paragraphs 1 through 22 and 49 through 54 above.

58. ECI denies the allegations contained in Paragraph 56 of the Complaint insofar as they purport to be directed to ECI, but avers that, at all times material hereto, ECI provided only the following standard limited warranty to Tulsa Aircraft Engines, Inc. with respect to any and all cylinders purchased by Tulsa Aircraft Engines, Inc. from ECI:

CLASSIC CAST™ & FREEDOM™ Brand Cylinder Limited Warranty

The following warranties are the sole warranties of Engine Components, Inc. (ECi) with respect to its sale of Classic Cast™ and Freedom Brand™ Cylinders, Stud, Valve or Complete Assemblies. EXCEPT AS EXPRESSLY SET FORTH HEREIN OR ATTACHED HERETO, ALL WARRANTIES, EXPRESSED, IMPLIED, AND/OR STATUTORY ARE HEREBY DISCLAIMED.

ECi hereby warrants each Classic Cast™ & Freedom Brand™ cylinder assembly which it ships with an accompanying FAA form 8130-3 or Return To Service tag to be free from defects in material and workmanship (parts and labor) under normal use and service for a period of one year following the date of shipment from its factory. After one year, the warranty is pro-rated to the manufacturer's recommended time between overhaul (TBO) for the engine with a minimum accrual of 40 hours per month.

Adjustments for labor will be made in accordance with the manufacturer's published allowances for cylinder replacement and ECi's current published hourly

rate. Warranty adjustment for parts will be computed by dividing actual hours or 40 hours per month, whichever is greater, by the TBO times ECi's original invoice amount. Total engine hours for pro-rata consideration will be made by ECi from complete operational records or log books made available.

ECi further warrants each Cerminil® process cylinder bore to remain free of corrosion and wear beyond service limits in normal operating conditions during TBO or for a period of five (5) years following date of shipment from its factory, whichever event occurs first. This warranty is voided if the ring part numbers installed in the cylinder are not approved in writing by ECi at the time the cylinder was installed on the engine.

The obligations of ECi under the Cerminil® process warranty are limited to replacement of the defective cylinder barrel with a new limits Cerminil® process cylinder barrel plus a new set of rings. All other defects are subject to obligations defined in other provisions of this warranty.

Furthermore, ECi warrants that any parts and/or products not installed in assemblies shall carry the then standard warranties of the manufacturer's thereof, a copy of which shall be made available on request.

All provisions of this warranty shall transfer with transfer of ownership of parts and/or parts products originally covered by this warranty.

The obligations of ECi under this warranty are limited, at the election of ECi to the repair or replacement of any part or parts which have been returned to Engine Components' factory with transportation charges prepaid and which, in the opinion of ECi, are defective.

Claims for warranty must be accompanied by adequate proof of elapsed hours and be filed with ECi no later than 15 days after discovery of the defect. No warranty claim will be allowed, if in the opinion of ECi, the part and/or product was improperly adjusted, stored, handled, altered or operated contrary to the operating instructions of the manufacturer, FAA, (ECi to prevail in the case of a conflict); or subject to misuse, neglect, or accident, subsequent to shipment from its plant.

ECi reserves the right at anytime to change the construction of ECi parts and/or products or to incorporate in the manufacture of parts and/or products any changes which the engine manufacturer or ECi might make without incurring any obligation to incorporate such alterations in parts and/or products previously sold or manufactured by ECi.

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ECi HEREBY SPECIFICALLY

DISCLAIMS ANY AND ALL IMPLIED WARRANTIES WHICH MAY ACCOMPANY THE SERVICES AND SALES PROVIDED AND MADE BY ECI INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ECI SHALL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR SPECIAL DAMAGES DIRECTLY OR INDIRECTLY ARISING FROM THE BREACH OF ANY OF THE TERMS HEREOF OR FROM THE SALE, HANDLING OR USE OF THE PRODUCTS SOLD, SELLER'S LIABILITY HEREUNDER, EITHER FOR THE BREACH OF WARRANTY OR FOR NEGLIGENCE IS EXPRESSLY LIMITED AT THE OPTION OF ECI TO (1) THE REPAIR OF SUCH PRODUCTS, (2) THE REPLACEMENT, F.O.B. FACTORY, OR ANY PRODUCT FOUND TO BE DEFECTIVE, OR NOT TO CONFORM TO ANY SPECIFICATIONS SET FORTH HEREIN, (3) THE CREDIT OR REFUND TO THE BUYER OF THE PRICE OF SUCH PRODUCTS, ECI WILL NOT ACCEPT ANY BACK CHARGES FOR WORK DONE BY THE BUYER, UNLESS AUTHORIZED IN WRITING BY ECI.

Insofar as the allegations contained in Paragraph 56 of the Complaint purport to be directed to other parties, ECI is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

59. ECI denies the allegations contained in Paragraph 57 of the Complaint insofar as they purport to be directed to ECI, and, insofar as the allegations contained in Paragraph 57 of the Complaint purport to be directed to other parties, ECI is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

60. ECI denies the allegations contained in Paragraph 58 of the Complaint insofar as they purport to be directed to ECI, and, insofar as the allegations contained in Paragraph 58 of the Complaint purport to be directed to other parties, ECI is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

COUNT TEN
ENGINE COMPONENTS, INC., AND AIRCRAFT CYLINDERS OF AMERICA, INC. -
BREACH OF WARRANTIES
THIRD PARTY BENEFICIARY

61. For its response to Paragraph 59 of the Complaint, ECI restates and realleges, as though fully set forth herein, its responses to Paragraphs 1 through 22 and 49 through 58 above.

62. ECI denies the allegations contained in Paragraph 60 of the Complaint insofar as they purport to be directed to ECI, and, insofar as the allegations contained in Paragraph 60 of the Complaint purport to be directed to other parties, ECI is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

63. ECI denies the allegations contained in Paragraph 61 of the Complaint insofar as they purport to be directed to ECI, and, insofar as the allegations contained in Paragraph 61 of the Complaint purport to be directed to other parties, ECI is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

64. ECI denies the allegations contained in Paragraph 62 of the Complaint insofar as they purport to be directed to ECI, and, insofar as the allegations contained in Paragraph 62 of the Complaint purport to be directed to other parties, ECI is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

III. AFFIRMATIVE DEFENSES

In asserting the following defenses, ECI does not assume the burden of proving any element(s) thereof which any applicable case law, common law, statute, rule, regulation or other authority places upon Plaintiffs.

FIRST DEFENSE -- COMPARATIVE NEGLIGENCE

65. Plaintiffs are barred from maintaining this action against ECI by reason of Plaintiffs' own negligence or other wrongful conduct which caused the crash and Plaintiffs'

injuries and/or damages alleged in the Complaint herein. Alternatively, Plaintiffs' recovery, if any, should be reduced in accordance with Idaho Code § 6-801.

SECOND DEFENSE -- NEGLIGENCE OF OTHER DEFENDANTS AND/OR NONPARTIES

66. Plaintiffs are barred from maintaining this action against ECI because the crash and Plaintiffs' injuries and/or damages, if any, were proximately caused, in whole or in part, by the negligence or other wrongful conduct of defendants other than ECI and/or of persons and/or entities not parties to this action.

THIRD DEFENSE -- MISUSE, ABUSE OR IMPROPER USE

67. Plaintiffs are barred from maintaining this action against ECI because the crash and Plaintiffs' injuries and/or damages, if any, were proximately caused, in whole or in part, by the misuse, abuse or improper use of any cylinder(s) alleged in the Complaint to have been manufactured by ECI.

FOURTH DEFENSE -- SUPERSEDING/INTERVENING CAUSE

68. Plaintiffs are barred from maintaining this action against ECI because the crash and Plaintiffs' injuries and/or damages, if any, were proximately caused, in whole or in part, by the superseding, intervening acts and/or omissions of Plaintiffs, or other persons and/or entities not parties to this action.

FIFTH DEFENSE -- UNAVOIDABLE ACCIDENT

69. The crash referred to in the Complaint, and Plaintiffs' alleged injuries and/or damages, if any, resulting therefrom, were the result of an unavoidable accident.

SIXTH DEFENSE -- AVOIDABLE CONSEQUENCES

70. Plaintiffs' recovery in this action, if any, should be reduced in accordance with the doctrine of avoidable consequences.

SEVENTH DEFENSE -- CONDUCT OF FELLOW SERVANTS

71. Plaintiffs are barred from maintaining this action against ECI because the crash and Plaintiffs' injuries and/or damages, if any, were caused by fellow servants.

EIGHTH DEFENSE -- MODIFICATION OF CYLINDER(S)

72. Upon information and belief, any cylinder(s) alleged in the Complaint to have been manufactured by ECI and used in the engine purchased by Plaintiffs from Tulsa Aircraft Engines, Inc. were substantially altered, modified and/or changed by a person or persons or by an entity or entities other than ECI after leaving ECI's control. Such alteration, modification or change was not reasonably foreseeable and was made by others over whom ECI had no control.

NINTH DEFENSE -- KNOWLEDGEABLE USER

73. Any cylinder(s) alleged in the Complaint to have been manufactured by ECI were intended for, and sold to, a knowledgeable, sophisticated and informed user over whom ECI had no control and who was fully informed as to the risks and dangers, if any, associated with the cylinder(s) and the precautions, if any, required to avoid such risks and dangers. Accordingly, ECI had no duty to warn the knowledgeable, sophisticated and informed user of the risks and dangers, if any, associated with such cylinder(s).

TENTH DEFENSE -- FAILURE TO JOIN INDISPENSABLE PARTY

74. Plaintiffs have failed to join indispensable parties, and the Complaint should be dismissed based on Rule 12(b)(7) and Rule 19 of the Federal Rules of Civil Procedure.

ELEVENTH DEFENSE -- REAL PARTIES IN INTEREST

75. Plaintiffs may not be the real parties in interest with respect to the claims asserted in the Complaint. Discovery in this case has not yet begun and may reveal the identities of the

real parties in interest in this case. Rule 17(a) of the Federal Rules of Civil Procedure requires that every action be prosecuted in the name of the real parties in interest.

TWELFTH DEFENSE -- NO DAMAGES

76. Plaintiffs have not been damaged by the alleged conduct of ECI.

THIRTEENTH DEFENSE -- LIMITATIONS ON DAMAGES

77. Plaintiffs' damages or losses, if any, are barred or limited by pertinent statutory and/or common law provisions providing limitations on damages.

FOURTEENTH DEFENSE -- ECONOMIC LOSS DOCTRINE

78. The relief sought by Plaintiffs in the Complaint is barred by the economic loss doctrine.

FIFTEENTH DEFENSE -- FAILURE TO MITIGATE

79. Plaintiffs are barred from maintaining this action against ECI because Plaintiffs, by failing to act reasonably, have failed to mitigate any damages to which Plaintiffs may be entitled.

SIXTEENTH DEFENSE -- COLLATERAL SOURCE

80. Plaintiffs' damages, if any, must be reduced by the Court pursuant to Idaho Code § 6-1606 in the event that any such award includes compensation for damages for which Plaintiffs have been compensated from collateral sources.

SEVENTEENTH DEFENSE -- COMPLIANCE WITH INDUSTRY STANDARDS

81. Any cylinder(s) alleged in the Complaint to have been manufactured by ECI complied with the state-of-the-art, all applicable industry standards, governmental laws, regulations and statutes, and were not defective or unreasonably dangerous at the time they left ECI's control.

EIGHTEENTH DEFENSE -- LACK OF PRIVITY

82. Plaintiffs lack privity with ECI, thus barring any claim by Plaintiffs against ECI for breach of warranty.

NINETEENTH DEFENSE -- SOLE WARRANTY

83. If any warranties accompanied any cylinder(s) alleged in the Complaint to have been manufactured by ECI, they were express warranties and constituted the sole and entire warranties being given, if any, superseding all implied warranties.

TWENTIETH DEFENSE -- EXPIRATION OF WARRANTIES

84. Any warranties that may have accompanied any cylinder(s) alleged in the Complaint to have been manufactured by ECI have expired.

TWENTY-FIRST DEFENSE -- FAILURE TO GIVE NOTICE OF BREACH OF WARRANTY

85. Plaintiffs are barred from maintaining this action against ECI because Plaintiffs failed to give notice of any breach of warranty as required by Idaho Code § 28-2-607(3)(a) and/or as required by other statutes or judicial authority.

TWENTY-SECOND DEFENSE -- NO OPPORTUNITY TO INSPECT

86. ECI did not have a reasonable opportunity to inspect, in a timely manner that may have revealed the existence of any alleged defective condition and/or evidence of misuse, abuse or improper use, any and/or all of the cylinder(s) alleged in the Complaint to have been manufactured by ECI and used in the engine purchased by Plaintiffs from Tulsa Aircraft Engines, Inc.

TWENTY-THIRD DEFENSE -- LACHES

87. Plaintiffs are barred from maintaining this action against ECI based upon the doctrine of laches.

TWENTY-FOURTH DEFENSE -- OTHER CONTROLLING LAW

88. A law other than the law of Idaho may control the issues of liability and damages in this action, and ECI reserves the right to rely on any such law.

STATEMENT REGARDING ADDITIONAL DEFENSES

ECI is considering and believes that it may have additional defenses, but does not have sufficient information at this time to assert such additional defenses. ECI does not waive or intend to waive any such defenses, and specifically asserts its intention to amend its Answer if, pending research and after discovery, facts come to light giving rise to such additional defenses.

PRAYER FOR RELIEF

WHEREFORE, ECI prays for this Court's judgment against Plaintiffs, and each of them, as follows:

1. That the Complaint be dismissed, with prejudice, as to ECI, and that Plaintiffs take nothing thereby;
2. That ECI be awarded costs and attorney's fees under Rule 54 of the Federal Rules of Civil Procedure and Idaho Code §§ 12-120, 12-121 and/or other applicable statutes and rules; and,
3. That ECI be awarded such other and further relief as this Court may deem just and proper.

DATED this 19th day of July, 2004.

HAWLEY TROXELL ENNIS & HAWLEY LLP

By: Howard D. Burnett

Howard D. Burnett


Attorneys for Defendant Engine Components, Inc.

DEMAND FOR JURY TRIAL

ECI respectfully demands a jury trial on all issues pursuant to Rule 38(b) of the Federal Rules of Civil Procedure.

DATED this 19th day of July, 2004.

HAWLEY TROXELL ENNIS & HAWLEY LLP

By: 
Howard D. Burnett

Attorneys for Defendant Engine Components, Inc.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 19th day of July, 2004, I caused to be served a true copy of the foregoing ANSWER OF DEFENDANT ENGINE COMPONENTS, INC. TO COMPLAINT; DEMAND FOR JURY TRIAL by the method indicated below, and addressed to each of the following:

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